

 <p>भारतसरकार Government of India वित्त मंत्रालय Ministry of Finance राजस्व विभाग Department of Revenue केंद्रीय सीमा शुल्क और उत्पाद शुल्क बोर्ड Central Board of Excise and Customs</p> 	 <p>केंद्रीयजीएसटीएवंमसीमाकरगोवा के आयुक्त अपील का कार्यालय OFFICE OF THE COMMISSIONER APPEALS, CGST &amp; CUSTOMS, GOA चौथामंजिलजीएसटी भवन, ईडीसी कॉम्प्लेक्स, प्लॉट नं. 6, 4<sup>TH</sup> FLOOR, GST BHAVAN, EDC COMPLEX, PLOT NO. 6, पाटो पणजी गोवा. PATTO PANAJI- GOA.</p>
ईमेल: /Email: cexappealsgoa@yahoo.in	फोन नंबर/Phone No:0832-2437965
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F.No. 57/Appeals/Goa/2018

03.05.2018

**NOTICE INVITING TENDERS FOR HIRING OF VEHICLE**

1. Sealed tenders are invited from reputed transport operators/agencies for hiring of 1(one)vehicle for the Office of the Commissioner(Appeals) CGST& Customs, 4<sup>th</sup> Floor, Panaji, Goa.

S No	Particulars Make/Model	No of Vehicles	Amount should not be more than	Year of manufacture or Type	Office for which vehicle is required	Date from which Vehicle is Required
1	Small Sized Vehicle	1	Rs.30,000 (exclusive of GST)	See the note below	Commissioner (Appeals) CGST & Customs, Panaji, Goa	01.06.2018

**Note: Year of manufacture should not be before 2016. Purchase date of the Vehicle should not be earlier than 01.01.2016.**

2. The tender documents containing terms and conditions can be obtained from the Office of the Commissioner (Appeals) CGST& Customs, 4<sup>th</sup>Floor, GST Bhavan, Plot No.6, EDC Complex, Patto, Panaji, Goa, during any working day before the due date for submitting tenders. Tender documents can also be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in).
3. Interested Parties/Service Providers may submit their sealed bids in the manner specified in the tender documents at the above address on or before **25.05.2018 upto 1700 Hrs.**
4. The bids will be opened on **28.05.2018 at 11.30 am** at the O/o the Commissioner, (Appeals) CGST& Customs, 4<sup>th</sup>Floor, GST Bhavan, Plot No.6, EDC Complex, Patto, Panaji, Goa. Financial bids of the technically qualified agencies shall consequently be opened on the same day in the presence of the representatives available.
5. All bidders are required to strictly comply with the specifications as instructed in ANNEXURE-I(TECHNICAL BID) & ANNEXURE-II (FINANCIALBID).
6. The Department reserves the right to accept or reject any tender, qualify certain omissions/commissions as curable defects and provide additional time to the bidders to rectify the same.

Sd/-03.05.2018  
(P.A.FONSECA)  
Assistant Commissioner  
Appeals, CGST & Customs, GOA

## SECTION-I : INSTRUCTIONS TO BIDDERS

**Sub: Hiring of Vehicle by Office of the Commissioner (Appeals) CGST & Customs,  
4<sup>th</sup>Floor, GST Bhavan, Plot No.6, EDC Complex, Patto, Panaji, Goa.**

1. No alterations should be made in any of the terms and conditions of the bid document by scoring out any part thereof.
2. Maximum amount quoted should not exceed the amount mentioned in the tender notice.
3. In the submitted bid, no variations or deviations in any manner whatsoever, to the terms and conditions will be admissible. Bids not accepting or modifying any of the terms and conditions, in whole or in part as listed in Section-II, will be summarily rejected.
4. **A sum of Rs 10,000/- for vehicle must be furnished as Earnest Money Deposit (EMD) through a Demand Draft favouring “The Assistant Commissioner(Appeals) CGST & Customs, Panaji, Goa”. The EMD must accompany the technical bid without which the bid will be rejected. The said amount will be forfeited if the successful bidders fail within the time fixed by the hirer, to sign the contract on Terms contained in the bid document, or fails to execute the order within the stipulated time. The earnest money of the successful bidder will be refunded after signing the contract. For other bidders, the earnest money instrument will be returned within 15 days of the completion of the bid evaluation. No interest will be payable on this deposit.**
5. No bid will be considered unless the bid is made for supplying vehicle of the prescribed make.
6. **The tender documents comprising of Section-II (Terms &Conditions of contract), Annexure-I (Technical Bid) and Annexure-II (Financial Bid) should be properly signed and stamped by the persons authorized to do so on behalf of the bidder. Bidders not submitting signed documents will be rejected without considering their bids.**
7. The bidder whose bid is accepted by the Hirer shall be the successful bidder. In the event of bid being accepted, the quotations (Annexure-II) and Terms & Conditions (Section-II) will be converted into a contract, which would be governed by the Terms &Conditions given in the bid document.
8. Completed tender documents along with EMD and supporting documents in a sealed cover super- scribed “**tender for hiring vehicle for Commissioner (Appeals) CGST & Customs, Panaji, Goa.**” should reach the office of “**The Commissioner (Appeals) CGST & Customs, 4<sup>th</sup>Floor, GST Bhavan, Plot No.6, EDC Complex, Patto, Panaji, Goa** before the due date. Late bids will be returned unopened.
9. Bidders should submit the copy of the Registration Certificate. Bids not accompanied by the copy of Registration Certificate will be rejected.
10. Bidders should submit copies of EPF & ESIC Registration Certificates. In case of Bidders to whom provision of EPF & ESIC is not applicable, they shall submit an undertaking to that effect. Bidders to whom provisions of EPF & ESIC are applicable and are unable to provide Registration Certificate with tender document, in such cases, a maximum of 7 working days would be provided to obtain the same in case of successful bidder only.



## SECTION-II

### TERMS & CONDITIONS OF THE CONTRACT

1. The vehicle to be provided on hiring should be as per the specifications mentioned in the tender notice and the same should be in good working condition.
2. It shall be the responsibility of the successful bidder to ensure that vehicle should not be older than 2016. Moreover, the quotation furnished should indicate the Model/Make of the vehicle and hiring charges per kilometer per vehicle.
3. The road worthiness of the vehicle is to be ensured at all times by the successful bidder including the timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.
4. The vehicle should be in a neat and clean condition with good upholstery and regularly polished exterior. The successful bidder shall be required to produce the vehicle and the driver in the premises of the hirer for physical inspection before signing of the contract.
5. The successful bidder will be required to furnish to the hirer certified copies of RC book, insurance policy of the vehicle, latest road tax challan paid, Permanent Account Number of the concern, photograph of the driver along with his permanent and present address, copy of the driving license of the driver, police verification certificate of the driver on or before the date of formal signing of the contract.
6. It shall be the responsibility of the successful bidder to ensure that the driver is well dressed, qualified and experienced, possessing valid driving license. The driver of the vehicle must follow all traffic rules/regulations and any consequences of the failure to do so shall be of the successful bidder alone. The hirer shall have no direct or indirect liability arising out of negligent /rash driving and any loss caused to the hirer will have to be suitably compensated for by the successful bidder.
7. **The vehicle shall be hired on calendar month basis. The rate shall be quoted (exclusive of GST) for 2000kms on a monthly basis. The billing for kms and hours shall be made from the reporting place to the relieving place. The vehicle must be available at any time on any day as directed by the hirer.**
8. **Charges for additional kms beyond 2000kms per month should be quoted separately as provided in Annexure-II.**
9. A daily record indicating mileage for the vehicle on duty shall be maintained in a log book as per the proforma approved by the hirer with the successful bidder. It shall be the duty of the driver to obtain on each duty day, the signature of the officer to whom the vehicle has been assigned. Failure to do so would result in non-payment of hire charges for that day. The log book shall be available for inspection of the hirer from time to time.
10. The hirer shall pay only fixed monthly charges as per the contract & its liability shall be limited to this value alone, subject to the provisions of clause (16) below. No separate payment will be made for driver's salary or any other incidental expenditure such fuel, repair, maintenance, taxes, registration charges, periodic servicing etc. All such payments/expenditure will be borne

fully by the successful bidder.

11. The billing will be on monthly basis and the bills typed in triplicate shall be submitted latest by 10<sup>th</sup> of the succeeding month. The billing shall be based on the log book entries. Deduction of tax at source (TDS) as per applicable rates prescribed under the income tax Act, 1961, shall be made by the hirer from every payment made under this contract.
12. The hirer shall reimburse the GST on hiring charges on actual basis. The successful bidder will be required to provide proof of valid GST registration on or before the date of signing of the contract, if applicable. In addition to the above, parking charges and toll shall be reimbursable over and above the quoted charges provided the successful bidder attaches satisfactory proof of payment of such charges with the relevant monthly bill.
13. Unutilized mileage below the contracted limit of 2000kms, per month in respect of the vehicle will be carried forward for the utilization in the subsequent month and so on. The bills will be prepared accordingly by the successful bidder.
14. The vehicle shall bear the mark "On Duty with CBEC Department", during the period of contract. The vehicle will not be used for any other purpose.
15. The contractor should be registered with the authority concerned of State or Central Government and should fulfil the conditions prescribed in the Section 66 of the Motor Vehicle Act, 1988.
16. If the condition of the vehicle is not found satisfactory, or in case of the breakdown, or in case vehicle not reporting for duty for whatever reason, the successful bidder shall be obliged to send a replacement of equivalent or better make immediately. If no replacement is provided in time, the hirer shall have a right to hire the vehicle from elsewhere and whatever the cost that is incurred towards such hire charges will be deducted from the bill of the successful bidder in the succeeding month. Even the part of the day will be reckoned as one full day for the purpose of this deduction.
17. In case of mishap/accident, all claims and liabilities arising out of it shall be met by the successful bidder, including any damage to the vehicle. The hirer will not entertain any claim in this regard including any liability under the Motor Vehicle Act or the Indian Penal Code or under any other applicable law for the time being in force.
18. The engagement /employment of drivers and payment of remuneration to them as per existing provisions of various applicable labour laws/regulations will be the sole responsibility of the successful bidder.
19. The driver employed along with the vehicle by the contractor should satisfy the following conditions:
  - a. Driver should have a valid driving license for driving passenger vehicle.
  - b. Driver should wear the prescribed uniforms which should be worn every day.
  - c. Driver should be well versed with the roads and places in Goa.
  - d. Once the driver has been allotted to the particular vehicle, he should remain allotted with the same vehicle for the entire period. Any change in designated driver should be intimated to the officer concerned.
  - e. Driver should be provided with the mobile phone, for which, no separate payment shall be made
  - f. Driver should be courteous and should not have any criminal cases against him and

- should not have any past history of accidents. The antecedents should be duly verified by the police authorities at the instance of the contractors
- g. Car should be kept clean and odour free and suitable for official use.
  - h. Gas kits are not allowed as a fuel in any Vehicle.
  - i. Each Vehicle should have at least two sets of white covers, towels and napkins, which should be cleaned/replaced every week by the service provider.
  - j. Vehicle should be kept with sufficient stock of fuel. However, in case of any emergency, if any officer refuels on payment, from his money, the same should be reimbursed by the service provider on production of the bill, immediately.
  - k. The Vehicle should have a comprehensive insurance to cover the risk during the contract period. In case of any accident, all the claims arising, out of it, shall be met by the contractor.
  - l. At no point of time should the service provider pass on the instructions directly to the driver concerned. In case of any exigencies in this regard the service provider will contact the Superintendent/Public Relation Officer.
20. In exceptional circumstances, with the approval of hirer or unless specifically requested by the Hirer, once the hiring of vehicle commences, the successful bidder shall not change the dedicated vehicle or the drivers.
21. The driver shall be duty bound to carry out the instructions of the Hirer or officers to whom the vehicle is assigned by the Hirer.
22. The hiring shall be for the period of one year from 01.06.2018 to 31.05.2019.
23. The hirer has an option to cancel the contract by giving notice of 30 days in writing without any compensation to the successful bidder and without assigning any reasons. However, in case of non-adherence of the terms and conditions of the contract, the hirer will have the right to terminate the contract without giving any notice to the service provider. The successful bidder can also opt out of the contract prematurely by giving notice of 30 days in writing.
24. The hirer shall not be responsible for the theft of vehicle/parts/accessories while the vehicle is on duty or even when it is parked within the campus of Hirer. The safe custody of the vehicle and accessories shall be the sole responsibility of the successful bidder.
25. The successful bidder shall be required to sign the contract with the Hirer within three working days from the receipt of the letter of the hirer intimating the successful bidder of the acceptance of his bid. The supply of the vehicle all commences from the day following the date on which the contract is signed. The aforesaid dates may be extended at the sole discretion of the Hirer.
26. Any change in the ownership of the vehicle or change in the constitution of the concern shall be notified in writing to the hirer immediately. It will be open for the Hirer to either continue /renegotiate the contract with new owners or cancel the contract.
27. In case of any dispute of any kind and in any respect whatsoever, the decision of Commissioner of CGST, Goa shall be final and binding.
28. The vehicle will be required to run anywhere within the territory of India as and when the office of the Commissioner(Appeals) so desires.



**ANNEXURE-I (TECHNICAL BID)**

**DETAILS OF THE BIDDER**

(To be submitted by the bidder submitting quotations for hiring of vehicle)

1. Name of the Bidder :
2. Address of the Bidder :
3. Telephone No./Mobile :
4. Details of EMD :Amount Rs \_\_\_\_\_ DD No. \_\_\_\_\_  
Dated \_\_\_\_\_ Drawn on Bank \_\_\_\_\_
5. PAN :
6. EPF & ESIC Registration No. if applicable :
7. GST Registration No. if applicable :

This is to certify that the information furnished above is true and correct to the best of my / our knowledge. I/we also certify that I/we have carefully read and understood the terms & conditions of the tender document. I/we also certify that in case any deviation is found in the above statement at any stage; I/We will be blacklisted and will not have any dealing with the department in future.

Date:

Place:

Signature of the Contractor/authorized signatory with seal

Encl:-

1. EMD
2. PAN Card
3. EPF & ESIC regn no (if applicable)
4. GST Regn certificate (if applicable)



**ANNEXURE-II (FINANCIAL BID)**

To,  
**The Office of the Commissioner (Appeals)**  
**CGST & Customs, 4<sup>th</sup> Floor,**  
**GST Bhavan, Plot No.6, EDC Complex,**  
**Patto, Panaji, Goa**

Sir,

SUB:-Submission of quotation for hiring of Vehicle by the Office of the  
Commissioner (Appeals) CGST & Customs, 4<sup>th</sup> Floor, GST Bhavan, Plot No.6, EDC  
Complex, Patto, Panaji, Goa -reg.

With reference to the above subject, I/we hereby submit the quotation for hiring of vehicle.

S No.	Particulars of Model/ Type of Vehicle	Vehicle Regn No	Date of Purchase

Details of the BID:

S No.	Particulars	Bid (in Rs.)
1	Total Monthly hire Charges for 2000kms*	
2	Rate per km over and Above 2000kms	

Date:

Place:

Signature of the Bidder with Seal

\*The bid will ordinarily be decided on the basis of the quote as per serial no 1 and in case of Tie, quote as per serial no 2 will be considered.